

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO. 3:19-CV-2302-D
)	
)	
)	
)	
AMERICAN ADDICTION CENTERS INC., and AAC DALLAS OUTPATIENT CENTER, LLC d/b/a GREENHOUSE OUTPATIENT CTR.)	
Defendants.)	
)	

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission (“EEOC”), and American Addiction Centers, Inc. and AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center (collectively, “Defendants”), in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC’s Complaint filed in this matter.

The EEOC and Defendants agree to compromise and settle the differences embodied in the Complaint filed by EEOC and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree (“Consent Decree”).

The parties agree, and the Court Orders as follows:

CONSENT DECREE

1. This Consent Decree resolves all issues raised in EEOC Charge No. 846-2016-31677 (the “Charge”). The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. The EEOC does not waive processing or litigating Charges other than the above-referenced Charge.

2. During the term of this Consent Decree, Defendants are enjoined from any illegal employment practice that discriminates on the basis of pregnancy with respect to recruitment, placement, hiring, termination, or any other employment action, and Defendants further agree not to retaliate in any way against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.

3. Defendants shall electronically distribute the Notice appended hereto as Attachment “A” to all employees and will post the same Notice on the employee bulletin boards at the Greenhouse Outpatient Center within thirty (30) days after the entry of this Consent Decree. Defendants will report to the EEOC that they have complied with this requirement within fourteen (14) days after electronically distributing and posting the Notice. The Notice shall remain posted during the term of this Consent Decree.

4. In October of each year during the term of this Consent Decree, Defendants will conduct discrimination, harassment and retaliation training for all employees, including managers and human resources personnel. This includes training on the subject of gender/sex/pregnancy discrimination under Title VII of the Civil Rights Act of 1964, as amended. The training is no less

than one (1) hour long. For each year that the Consent Decree is in effect, Defendants agree to forward all materials used in conjunction with this training at the Greenhouse Outpatient Center to the EEOC. Within twenty (20) days following the training, Defendants will submit to the EEOC confirmation that the training was conducted and a list of Greenhouse Outpatient Center attendees.

5. Defendants have implemented a Paid Parental Leave Policy, modified their Personal Leave Policy and added a General Medical Leave Policy effective January 1, 2021. These policies are available to employees who require leave because of their pregnancy or pregnancy-related conditions. The policies:

- a. Reflect that leave may be extended past 30 days;
- b. Are void of a “good standing” requirement; and
- c. Are void of a tenure requirement.

6. Defendants shall impose discipline -- up to and including termination -- upon any supervisor, manager, or human resources employee, who is found to have engaged in illegal discrimination on the basis of pregnancy and/or pregnancy-related condition or permitted any such conduct to occur in his or her work area or among employees under his or her supervision. Defendants shall communicate this policy to all supervisors, managers, and human resources employees.

7. Defendants shall advise all managers, and supervisors of their duty to actively monitor their worksites to ensure employees’ compliance with the company’s policy against discrimination on the basis of pregnancy, and to report any incidents and/or complaints of discrimination, on the basis of pregnancy, of which they become aware to the persons charged

with handling such complaints, provided that such persons are not the individuals alleged to have perpetrated such discrimination.

8. Defendants agree to prohibit the dissemination of any of the facts or circumstances relating to the matters underlying the issues leading to the underlying Charge and this lawsuit to any prospective employer. Stephanie Armstrong agrees to direct any person or entity seeking a reference to Shaun Smith at shaun.smith@ContactAAC.com. In response to such reference inquiries, Defendants agree to release only the dates of employment and final position held.

9. Defendants agree that EEOC's claims for damages on behalf of Charging Party Stefanie Armstrong total \$146,613.56. This Consent Decree resolves all claims for monetary relief asserted by the EEOC in this Title VII lawsuit.

EEOC acknowledges and agrees that: (1) the EEOC cannot execute or otherwise collect or attempt to collect such damages except through the allowed claims EEOC has already filed in Case No. 20-11635 in the Bankruptcy Court for the District of Delaware; and, (2) EEOC's claims for monetary relief will be fully satisfied by any distribution pursuant to the confirmed plan of reorganization in Case No. 20-11635.

10. All reports to the EEOC required by this Decree shall be sent to Meaghan Kuelbs, Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas 75202. Meaghan.Kuelbs@eeoc.gov

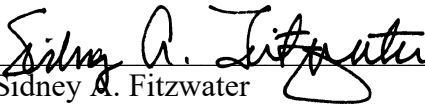
11. Neither the EEOC nor Defendants shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term

CONSENT DECREE

of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that either Defendant fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek sanctions for non-payment and non-compliance with this Court Order.

12. The term of this Consent Decree shall be two (2) years.

SO ORDERED, ADJUDGED AND DECREED this 19th day of May, 2021



Sidney A. Fitzwater
Senior Judge

AGREED AS TO FORM AND SUBSTANCE:

FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

GWENDOLYN YOUNG REAMS
Acting General Counsel

/s/ Eduardo Juarez
EDUARDO JUAREZ
Acting Regional Attorney
Texas Bar No. 24019498

/s/ Suzanne Anderson
SUZANNE M. ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470

/s/ Meaghan L. Kuelbs
MEAGHAN L. KUELBS
Trial Attorney
Texas Bar No. 24105277

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Dallas District Office
207 South Houston Street, 3rd Floor
Dallas, Texas 75202
Tel No. (972) 918-3611
Fax No. (214) 253-2749

FOR DEFENDANTS:

/s/ Laura Grubb
Laura E. Grubb
Texas Bar No. 24097774
laura.sandman@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Preston Commons West
8117 Preston Road, Suite 500
Telephone: (214) 987-3800
Facsimile: (214) 987-3927

CONSENT DECREE

Attachment A

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Consent Decree between American Addiction Centers, Inc. and AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of two (2) years at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lower overall employee morale and productivity. American Addiction Centers, Inc. and AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center will not condone discrimination based on sex and/or gender.

PURPOSE: The purpose of this notice is to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on sex-based and/or gender discrimination, and to reiterate American Addiction Centers, Inc.'s and AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center's stance against discrimination. This extends to all employees of American Addiction, including management, non-management, temporary, and/or probationary.

DEFINITION: Discrimination based on sex occurs when an employment decision is made based on a person's sex or gender rather than on legitimate factors. Title VII's prohibition of discrimination includes discrimination in hiring, firing, promotions, wages, job assignments, fringe benefits and other terms and conditions of employment. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations. An employer cannot refuse to hire a woman because of her pregnancy or pregnancy-related condition. An employer cannot refuse to hire her because of its prejudices against pregnant workers or the prejudices of co-workers, clients or customers. An employer may not single out women who are pregnant or have pregnancy-related conditions for special procedures to determine an employee's ability to work. If an employee is temporarily unable to perform her job due to pregnancy and/or a pregnancy-related condition, the employer must treat her the same as any other temporarily-disabled employee. Pregnant employees must be permitted to work as long as they are able to perform their jobs.

RESPONSIBILITY: Employers are responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal equal employment laws, statutes, rules, and regulations regarding sex-based or gender discrimination.

CONSENT DECREE

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to sex-based and/or gender discrimination must report the alleged act as soon as possible to that person's immediate supervisor, the facility administrator or to the Human Resources Department. Supervisors and managers who are informed of an alleged incident of sex-based and/or gender discrimination must immediately notify the Human Resources Department.

In addition to reporting a complaint of sex-based and/or gender discrimination to company officials, a person may also contact the U.S. Equal Employment Opportunity Commission and file a charge of employment discrimination. The address and telephone number of the EEOC office is 207 S. Houston Street, Dallas, Texas 75202; (972) 918-3580. Information about employment rights and the procedures dealing with how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interviews of employees and supervisors at the facility, the inspection of documents, including personnel records.

PUNISHMENT FOR VIOLATION: Employees engaged in sex-based and/or gender discrimination can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have engaged in discrimination against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they reasonably believe to be unlawful employment practices, has filed a charge of discrimination, or has given testimony, assistance, or participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964. Neither American Addiction Centers, Inc. nor AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center will punish you for reporting discrimination based on sex and/or gender simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes sex-based and/or gender discrimination requires a determination based on all available facts. American Addiction Centers, Inc. and AAC Dallas Outpatient Center, LLC d/b/a Greenhouse Outpatient Center will therefore make a reasonable effort to protect the privacy of all personnel. Confidential information will be shared on a need- to-know basis to complete the investigation and to deal appropriately with the situation.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF TWO YEARS.

CONSENT DECREE

Signed this _____ day of _____, 2021.

Date

American Addiction Centers, Inc. and AAC Dallas Outpatient
Center, LLC d/b/a Greenhouse Outpatient Center